

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ORANGE COUNTY COASTKEEPER,
a California non-profit corporation,

Plaintiff,

v.

CITY OF SAN JUAN CAPISTRANO, a
California municipal corporation;
BLENHEIM FACILITY
MANAGEMENT, LLC, a Delaware
limited liability company,

Defendants.

Case No. 8:17-cv-00956-JLS-DFM
**SECOND AMENDMENT TO
CONSENT DECREE**

SECOND AMENDMENT TO CONSENT DECREE

The following Amendment to the Consent Decree is entered into by and between Plaintiff Orange County Coastkeeper (“Coastkeeper”) and Defendants City of San Juan Capistrano (“City”) and Action Sports Management Group, LLC dba The Ridland Group (“TRG”), successor-in-interest to Blenheim Facility Management, LLC for purposes of this Consent Decree (City and TRG are referred to collectively as “Defendants”). The entities entering into this Consent Decree Amendment are each an individual “Settling Party” and collectively “Settling Parties.”

RECITALS

A. WHEREAS, Coastkeeper is a non-profit public benefit corporation organized under the laws of the State of California;

B. WHEREAS, Coastkeeper's mission is to promote and restore water resources that are drinkable, fishable, swimmable, and sustainable for present and future generations;

C. WHEREAS, City owns certain real property commonly known as "Rancho Mission Viejo Riding Park at San Juan Capistrano" ("Riding Park"), which is located at 30753 Avenida La Pata, San Juan Capistrano, California 92675 ("Property"). The Property is bounded on one side by San Juan Creek ("Creek").

D. WHEREAS, the City contracted with Blenheim Facility Management LLC to manage and operate the Riding Park in accordance with the terms and provisions of a series of Management Agreements. The Riding Park's permitted uses are limited to hosting sporting events, equestrian events, and community recreational and sports-related activities.

E. WHEREAS, on or about July 5, 2017, Coastkeeper filed a First Amended Complaint in the Action. The First Amended Complaint alleged, among other claims: (1) that the Riding Park operated as a large concentrated animal feeding operation (“CAFO”) discharging without a National Pollutant Discharge Elimination

1 System (“NPDES”) permit; (2) alternatively, that the Riding Park operated as a
2 medium CAFO discharging without an NPDES permit; and (3) that the Riding Park
3 discharged storm water without General Industrial Storm Water Permit coverage.

4 F. WHEREAS, Coastkeeper contended that Defendants’ operations at the
5 Riding Park and in San Juan Creek result in discharges of pollutants directly into San
6 Juan Creek or into onsite tributaries, which flow into San Juan Creek, and ultimately
7 the Pacific Ocean (“Receiving Waters”) and further contended that those discharges
8 are regulated by the Clean Water Act, sections 301(a), 402, 33 U.S.C. §§ 1311(a),
9 1342;

10 G. WHEREAS, Defendants denied all allegations and claims contained in
11 the Notice letters and Coastkeeper’s Complaint and First Amended Complaint filed
12 in the Action and reserved all rights and defenses with respect to such allegations and
13 claims;

14 H. WHEREAS, the Parties entered into a Consent Decree that was entered
15 by this Court on November 13, 2018;

16 I. WHEREAS, the Parties entered into an Amendment to the Consent
17 Decree that was entered by this Court on January 11, 2023, which extended the
18 deadline for certain capital improvements to be constructed for retaining and sending
19 storm water from the Riding Park from December 31, 2022 to March 31, 2024;

20 J. WHEREAS, TRG became the successor-in-interest to Blenheim
21 Facility Management LLC for purposes of this Consent Decree, and on July 1, 2023
22 entered into a twenty-year ground lease with the City for use of the Riding Park. In
23 relevant part, the lease requires TRG to perform the necessary Consent Decree
24 improvements on a timeline that complies with the Consent Decree;

25 K. WHEREAS, the Consent Decree requires the Defendants to conduct
26 construction and engineering projects by specific deadlines or cease equestrian
27 operations at the Riding Park. The Settling Parties agreed prior to the March 31,
28 2024 deadline that it is in their mutual interest and in furtherance of the goals of the

1 Clean Water Act to re-evaluate specific obligation deadlines which would require
2 amending particular provisions of the Consent Decree;

3 L. WHEREAS, the Parties are currently negotiating the terms of a potential
4 extension of, and amendment to, the Consent Decree and require additional time to
5 complete these negotiations through a temporary extension of the March 31, 2024
6 deadline; and

7 M. WHEREAS, re-consideration of the timing to comply with certain
8 obligations of the Consent Decree is intended to allow Defendants to move forward
9 with projects to create a net improvement to water quality and the environment.

10 **AGREEMENT**

11 NOW THEREFORE, it is hereby stipulated between the Settling Parties that
12 the following amendments to the Amendment to the Consent Decree that was entered
13 by this Court on January 11, 2023, attached hereto as Exhibit A, be made:

14 A. Paragraph 12 of the Consent Decree shall be amended to read as follows:

15 **“12. CAFO Production Area Infrastructure.** Subject
16 to the provisions of Paragraph 15 of this Consent Decree,
17 City will design and construct improvements to the CAFO
18 production area, including any land application area, at
19 the Riding Park to retain all process waste water and
20 storm water runoff from a 25-year, 24-hour rainfall event.
21 No equestrian events or equine stabling of over 25 horses
22 shall occur at the Riding Park after April 15, 2024, unless
23 and until Defendants have met the requirements of this
24 paragraph.”

25 B. All other provisions of the Consent Decree shall remain in full force and
26 effect, unaltered by this amendment.

27

28

1 DATED: April 4, 2024
2
3
4

ORANGE COUNTY COASTKEEPER

By: /s/ Barry Lee

Barry Lee
Staff Attorney
Orange County Coastkeeper

By: /s/ Jennifer F. Novak

Jennifer F. Novak
Attorney for Plaintiff
Orange County Coastkeeper

CITY OF SAN JUAN CAPISTRANO

By: R. S.

Benjamin Siegel
City Manager
City of San Juan Capistrano

By: Ryan Baron

Ryan M. F. Baron
Attorney for Defendant
City of San Juan Capistrano

THE RIDLAND GROUP

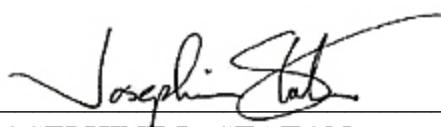
By: Chic

Robert and Hillary Ridland
The Ridland Group

By: M. K.

McCall Kuhne
Attorney for Defendant
The Ridland Group

DATE OF COURT APPROVAL: April 14, 2024


HON. JOSEPHINE L. STATON
UNITED STATES DISTRICT JUDGE